

Exhibit A

15 Sep 2005 14:47

MATTEX DUBAI

0097143217174

p.6



Date: 10 September 2005
Ref: 033/LR/2005

To: **Fieldturf –Tarkett Group of Companies**
Mr. John Gilman
Montreal
Canada

From: **Mattex Leisure Industries**
Jeroen Van Balen
Managing Director
Dubai, UAE

Dear John,

Thanks for your proposal and for confidence in MLI.

We are proceeding to send small trial in twisted American product to Derek in Dalton.

We herewith fax you the agreement signed by us. We have made virtual change under 12, as we like to understand that changes in delivery schedule will not affect the total minimum.

Upon reception per fax of agreement signed by yourself we will tell all prospects for Evolution yarn of immediately and definitely, hopefully you will allow us to do so by Monday 12.

We have been indicated a 3 month delivery for investment in twisting, which would in best case enable us to start production after 4 months. We are currently doing trials, and may be able to send smaller quantities using current equipment. Obviously we can send same product in wrapped version immediately.

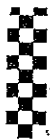
For our production it is eminent that we purchase raw material and plan production for November/December period. For that reason we hope we may discuss with France on logistics and other details, so we may have that confirmed. Please inform us when you expect this to be ok.

Looking forward to your message!

Best regards,

Jeroen A. van Balen
Managing Director

A handwritten signature in black ink, appearing to be "J. van Balen", written over a horizontal line.



Date: 10 September 2005
Ref: 032/LR/2005

Agreement between

Mattex Leisure Industries Dubai
Jeroen A. van Balen
Dubai
UAE
Fax: +971 4 321 71 74

And

Fieldturf -Tarkett Group of Companies
Mr. John Gilman
Montreal
Canada
Telefax +15143409374

This contract is established to agree supply of MLI artificial grass fibers to Fieldturf USA and Tarkett in France, and eventual new legal entities to be established after the creation of new group involving Tarkett and Fieldturf.

1. The contract covers the period between 1/10/2005 and 31/12/2006
2. MLI will supply a quantity of minimum 5 million kg of monofilament grass fibers to Tarkett in France and Fieldturf in USA. The delivery schedule will be reviewed before shipment to allow for placement of fibers into either the Fieldturf product or the Prestige product.
3. MLI will supply a quantity of minimum 1 million kg of so called slit tape fibers to Tarkett in France
4. Prices during period will be
 - a. USD 3.50 for kg monofilament products to North America
 - b. USD 3.60 per kg for monofilament products in Europe
 - c. USD 3.65 per kg for tape slit fibers to Europe
 - d. Prices for white as a. through c., prices for other colors USD 4.= per kg.
5. Payment terms will be 180 days net for shipments between 1/10/2005 and 31/3/2006 for North America and Europe, and 90 days net for period between 1/4/2006 and 30/9/2006, and 180 days net for period between 1/10/2006 and 31/12/2006
6. Monofilament products (Evolution 3GS, Mono Slide, and any combination of both) as well as Tape products (Tape Slide), will be as to current specification sheets by Mattex, with exception of changes to be pursued by MLI as described under 7.. Tarkett and Fieldturf have tested MLI products in 2005.

FAXED
10 SEP 2005



7. MLI will ensure a thermal shrinkage of the wrapping fiber of at least 20% in all shipments from 1/10/2005 onwards
8. MLI will supply monofilaments to North America, in a so called 'twisted' finish, replacing the current 'wrapped' finishing, as soon as possible after signing of this contract, and after written notice by Fieldturf-Tarkett indicating their intent for this change to be pursued by MLI. Fieldturf-Tarkett would like to see this change prior to the end of 2005.
9. Tarkett and Fieldturf will provide all assistance to MLI for MLI to be able to factor commercial invoices at MLI's bank, such as providing financial information on themselves to MLI, and bank guarantee for outstanding amounts.
10. MLI will ensure sufficient capacity to meet Tarkett-Fieldturf demand as in Appendix on delivery schedule, and warrant supply of total volumes ex Dubai latest August 2005 ex Dubai
11. Tarkett and Fieldturf acknowledge that this agreement will bind themselves as well as new entities to be established within new Fieldturf-Tarkett group
12. Delivery schedule as in Appendix I is to be considered as a fixed minimum order for MLI, but is subject to some adjustment.
13. Tarkett will be supplied with Evolution 3GS, 6 ply, two color, as described in Appendix II, or to be changed between parties at mutual consent
14. Fieldturf will purchase combination yarn as described in Appendix III, consisting of 4 ends of Evolution filaments and 4 ends of flat Mono Slide filaments in a single color, or to be changed into other product upon mutual consent
15. MLI will have local stocks of limited quantities in Europe for urgent quick deliveries in special colors and limited volumes of standard product.
16. MLI grant full exclusivity on EVOLUTION 3GS and any product containing EVOLUTION 3GS filaments to Tarkett and Fieldturf for until 31/12/2006 and will extend this exclusivity further in case this contract is renewed.
17. Tarkett and Fieldturf may use EVOLUTION 3GS tradename in case they wish for all commercial use
18. A separate warranty by MLI will be drawn up, reflecting excellent wear properties and UV stability.
19. MLI shall provide full color range in the monofilament products to North America with forecast to follow from Fieldturf USA.
20. September 2005 balance in unpaid invoices by Fieldturf will be settled latest 180 days after date of invoice.
21. This agreement for global Fieldturf-Tarkett fiber commitment will stay confidential between MLI and Fieldturf USA's head office in Montreal, Canada until notice is given by John Gilman

Jeroen A. van Balen

John Gilman

Date: 1/01/05 12:51

A stylized, handwritten signature in black ink, likely belonging to Jeroen A. van Balen.

A handwritten signature in black ink, likely belonging to John Gilman.



Appendix I

Delivery schedule

Minimum quantities to be shipped ex MLI

Month	Monofilaments France	Monofilaments USA	Tapes France
November 2005	200	50	50
December 2005	200	50	50
January 2006	200	50	50
February 2006	100	150	50
March 2006	250	150	50
April 2006	250	150	50
May 2006	300	150	50
June 2006	300	150	50
July 2006	300	50	50
August 2006	150	50	50
September 2006	50		50
October 2006			50
November 2006			
December 2006			
Total	2300	1000	600
Volumes to be specified	550	1000	400
Total order	3000	2000	1000

Handwritten signature



Appendix II

Fieldturf-Tarkett product for supply to France (Prestige range)

Product name: Evolution 3GS

Raw material: PE and additives

Weight: 6 x 1500 dtex -- zero % plus 10%
Plus 2 x 400 dtex CF wrapping
Total dtex 9800

Color 3 ends fieldgreen and 3 ends olive green, black CF
wrapping fiber

Technical data sheet Evolution 3GS available



Appendix III

Fieldturf-Tarkett North America product

4 ends Evolution 3GS, 4 ends flat Mono slide

Total dtex 12000

Color fieldgreen

Technical data sheet to be established